

Exhibit A

CONVENTION CANCELLATION INSURANCE/**CCI PRIME PROTECTION**

DECLARATION PAGE

Certain underwriters at Lloyd's London

CERTIFICATE NUMBER: RSC-1224

CONTRACT NUMBER: B0595NAGN04631019

NAMED INSURED: Radiological Society of North America

MAILING ADDRESS: 820 Jorie Blvd.
Oak Brook, IL 60523

PERIOD OF INSURANCE: Effective: January 29, 2020 Expiration: December 4, 2020

DATES OF INSURED EVENT: From: November 17, 2020 To: December 4, 2020

NAME OF INSURED EVENT: RSNA 2020 Scientific Assembly

EVENT FACILITY AND LOCATION: McCormick Place, Chicago, IL

LIMITS OF INDEMNITY

SECTION 1: Cancellation, Curtailment,
Postponement, Abandonment, Non-
Appearance and Failure to Vacate.

\$30,000,000 Any One event

SECTION 2: Door Registration Receipts

\$125,000.00 Any One Loss

SECTION 3: Physical Loss to Personal Property
Replacement cost basis including Loaned
Equipment

\$150,000.00 Any One Loss

PREMIUM: \$63,000.00

TAX: \$2,205.00

FEE: \$47.00

TOTAL: \$65,252.00

FIRM TO ACCEPT SERVICE OF SUIT (See General Conditions 9)

Mendes & Mount, LLP
750 Seventh Avenue
New York, NY 10019-6829

"Notice to Policyholder: This contract is issued, pursuant to Section 445 of the Illinois Insurance Code, by a company not authorized and licensed to transact business in Illinois and as such is not covered by the Illinois Insurance Guaranty Fund."

This insurance is made and accepted subject to the printed conditions of this Insurance together with the Provisions, stipulations and agreements contained in the following form(s) or endorsement(s): End-1, End-2, End-3, LMA5219, LMA9151, Policy 3817

Coverholder

Risk Strategies Company
333 W. Wacker
Suite 1200
Chicago, IL 60606



REPORTING A CLAIM

Under This Insurance Policy

LLOYD'S OF LONDON UNDERWRITERS' ARE COMMITTED TO PROVIDING INSUREDS AND CLIENTS WITH EFFECTIVE CLAIM SERVICE. OUR INSUREDS, BROKERS AND AGENTS TRIGGER THIS SERVICE WHEN REPORTING A CLAIM QUICKLY AND ACCURATELY.

IN THE EVENT OF AN INCIDENT, WHICH MAY RESULT IN A CLAIM, AN ACTUAL CLAIM, OR YOUR RECEIPT OF SUIT PAPERS, PLEASE FOLLOW THE PROCEDURES OUTLINED BELOW.

NOTICE OF EACH INCIDENT, CLAIM OR SUIT SHOULD IMMEDIATELY BE REPORTED TO:

Risk Strategies Company
333 W. Wacker Drive
Suite 1200
Chicago, IL 60606

To enable us to respond more quickly and efficiently, whenever possible please fax a completed claims notice form and any pertinent details of the claim directly to the Risk Strategies Company: Fax number (847) 501-2563

SUGGESTIONS FOR REPORTING CLAIMS

Please be sure to include:

- Your Name, Address, and Phone Number;
- Your Certificate Number and the Certificate Period;
- Any information about the claim you feel is important that was not included in the claim report form;

If you are submitting the report by mail or fax, please also include any letters of demand or any legal papers, which you have received regarding the claim.

ENDORSEMENT 1

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

HOTEL PENALTY CHARGES

It is hereby understood and agreed this policy is extended to indemnify the Named Insured in respect of the penalty imposed by the hotel in respect of each hotel room falling short of the Hotel Room Commitment up to a sub-limit of USD 10,000 in all.

It is a condition precedent to liability under this policy that:

- The attendance of participants at the Insured Event was not below the Named Insured's estimate, or prior three years average.
- The number of Hotel Room Commitments is not greater than last year's actual, or an average of the last three years actual rooms rented at the host hotel.
- The Hotel Room Commitment rate is not greater than the previous Event plus up to ten percent

Definition:

Hotel Room Commitment - the number of rooms the Named Insured reserves for the Insured Event. This commitment is discharged from the Named Insured as they are booked by participants in the Insured Event and the Insurer's liability is similarly discharged.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

The Premium for this endorsement is included in the premium shown on the declarations unless a specific amount is shown here.	Additional Premium \$ Return Premium \$
<p>ENDORSEMENT NO. Is attached to and forms a part of your Certificate no. issued by certain Underwriters at Lloyd's, London</p>	
Named Insured: Radiological Society of North America	March 3 2020 Date Issued:
Authorized Representative: Not required if issued with policy	

ENDORSEMENT 2

COMMUNICABLE DISEASE EXCLUSION

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.

This insurance does not cover loss arising directly or indirectly as a result of any communicable disease or the threat or fear of communicable disease (whether actual or perceived)

This exclusion shall not apply unless prior to or simultaneously with the loss arising, the communicable disease is declared an epidemic or pandemic by the World Health Organization (WHO) or by Federal or Local Government Agency. However, any threat or fear of communicable disease, whether actual or perceived, is excluded.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

The Premium for this endorsement is included in the premium shown on the declarations unless a specific amount is shown here.	Additional Premium \$ Return Premium \$
ENDORSEMENT NO. Is attached to and forms a part of your Certificate no. issued by certain Underwriters at Lloyd's, London	
Named Insured: Radiological Society of North America	Authorized Representative: Not required if issued with the policy
	Date Issued: March 3, 2020

ENDORSEMENT 3

**U.S. Terrorism Risk Insurance Act of 2002 as amended
Not Purchased Clause**

This Clause is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Insurance Act of 2002" as amended as summarized in the disclosure notice.

It is hereby noted that the Underwriters have made available coverage for "insured losses" directly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002", as amended ("TRIA") and the Insured has declined or not confirmed to purchase this coverage.

This Insurance therefore affords no coverage for losses directly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

All other terms, conditions, insured coverage and exclusions of this Insurance including applicable limits and deductibles remain unchanged and apply in full force and effect to the coverage provided by this Insurance.

LMA5219

12 January 2015

DATA PROTECTION SHORT FORM INFORMATION NOTICE (LAYER 1)

Your personal information notice

Who we are

We are the Lloyd's underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about you to provide you with your insurance cover or the insurance cover that benefits you and to meet our legal obligations.

This information includes details such as your name, address and contact details and any other information that we collect about you in connection with the insurance cover from which you benefit. This information may include more sensitive details such as information about your health and any criminal convictions you may have.

In certain circumstances, we may need your consent to process certain categories of information about you (including sensitive details such as information about your health and any criminal convictions you may have). Where we need your consent, we will ask you for it separately. You do not have to give your consent and you may withdraw your consent at any time. However, if you do not give your consent, or you withdraw your consent, this may affect our ability to provide the insurance cover from which you benefit and may prevent us from providing cover for you or handling your claims.

The way insurance works means that your information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. We will only disclose your personal information in connection with the insurance cover that we provide and to the extent required or permitted by law.

Other people's details you provide to us

Where you provide us or your agent or broker with details about other people, you must provide this notice to them.

Want more details?

For more information about how we use your personal information please see our full privacy notice(s), which is/are available online on our website(s) or in other formats on request.

Contacting us and your rights

You have rights in relation to the information we hold about you, including the right to access your information. If you wish to exercise your rights, discuss how we use your information or request a copy of our full privacy notice(s), please contact us, or the agent or broker that arranged your insurance who will provide you with our contact details at:

Broker:

Besso Limited, 8-11 Crescent, London, EC3N 2LY

Switchboard: +44 (0)207 480 1000

www.besso.co.uk

Underwriters:

Argo Managing Agency Limited, Exchequer Court, 33 St Mary Axe London, EC3A 8AA Privacy Notice accessible at <https://www.argolimited.com/privacy-policy/>

Markel, 20 Fenchurch Street, London, EC3M 3AZ

Privacy Notice accessible at <http://www.markelinternational.com/foot/privacy-policy/>

CONVENTION CANCELLATION INSURANCE
PRIME PROTECTION POLICY

In accordance with the authorization granted under the Contract Number referred to on the attached declaration page by certain Underwriters at Lloyd's of London, (hereinafter called Underwriters) whose names and the proportions underwritten by them can be ascertained by reference to the said Contract, which is on file at the office of the Coverholder and Risk Strategies Company, and in consideration of the premium specified herein, the said Underwriters do hereby bind themselves, each for his own part and not one for another, their heirs, executors and administrators, to insure in accordance with the terms and conditions contained herein or endorsed hereon.

GENERAL INSURANCE CLAUSE

In consideration of the premium paid, in reliance upon the statements in the application attached and made a part of this insurance, and subject to the definitions, terms, conditions, and exclusions set forth herein and limits of indemnity, this insurance provides coverage as shown.

SECTION 1. EVENT CANCELLATION

INSURING AGREEMENTS AND LIMITS OF INDEMNITY

Unless limited or endorsed otherwise, this insurance indemnifies the Named Insured against any loss occurring subsequent to the Insurance Effective Date and causing the unavoidable:

1. Cancellation, Curtailment, Postponement, Removal to Alternative Premises, or Abandonment of the Event; or
2. non-appearance of a principal speaker, entertainer, or the like, provided that in the case of an entertainer the performance is not the principal purpose of the Event; or
3. failure by the Named Insured to vacate the Event's facility at the termination of his tenancy; or
4. Enforced Reduced Attendance;

arising from an unexpected cause beyond the control of the Named Insured

Underwriters' limit of indemnity for loss is the applicable limit set forth in the declarations and/or any endorsements attached hereto.

CALCULATION OF LOSS - GROSS REVENUE

Subject to the limit of indemnity and applicable conditions of this insurance, loss shall be determined: In respect of losses covered under Section 1 (1), (2) and (4), the greater of:

- (i) the total of Expenses incurred, plus the Named Insured's loss from Insured Commitments, less any recoveries made and less the amount by which the Gross Revenue received exceed pro-rata return of fees for attendance or space which is made; or
- (ii) the loss of Gross Revenue that would have been received in the absence of the covered loss, whether or not the Named Insured is obligated by contract to return such fees, plus the Named Insured's loss from Insured Commitments, less both recoveries made and any necessary Expenses not incurred.

Pro-rata return of fees for attendance or space shall be considered as loss of Gross Revenue.

The reasonable necessary cost of remedial action incurred by the Named Insured to minimize the extent of a loss. The cost of remedial action is provided in addition to the limit of indemnity.

In respect of loss covered under Section 1 (3);

1. (i) any claim for damages, costs or compensation which may be substantiated against the Named Insured in accordance with any contract entered into by them with the owners or management of the Event facility by reason of the Named Insured's failure to vacate the said premises at the termination of the tenancy; and
(ii) the Named Insured's direct and necessary additional Expenses incurred by reason of the failure to vacate.

CALCULATION OF LOSS - EXPENSES ONLY

This calculation of loss is applicable to Named Insured's having no revenue or income from the insured Event.

Subject to the limit of indemnity and applicable conditions of this insurance, loss shall be determined: In respect of losses covered under Section 1(1) and (2)

1. the total of Expenses incurred, plus the Named Insured's loss from Insured Commitments, less any recoveries made on those Expenses and Commitments; or
2. the reasonable necessary cost of remedial action incurred by the Named Insured to minimize the extent of a loss. The cost of remedial action is provided in addition to the limit of indemnity.

In respect of loss covered under Section 1(3);

1. (i) any claim for damages, costs or compensation which may be substantiated against the Named Insured in accordance with any contract entered into by them with the owners or management of the Event facility by reason of the Named Insured's failure to vacate the said premises at the termination of the tenancy; and

- (ii) the Named Insured's direct and necessary additional Expenses incurred by reason of the failure to vacate.

LOSSES EXCLUDED (See also GENERAL EXCLUSIONS)

This insurance does not cover loss arising directly or indirectly as a result of any one or more of the following:

- a. the financial failure, in whole or in part, of the Insured Event or any venture related thereto.
- b. lack of or inadequate receipts, sales, or profits of any venture or the Event.
- c. variations in the rate of exchange or stability of any currency.
- d. lack of or inadequate response, support or withdrawal of support by sponsors or financial supporters.
- e. lack of or inadequate attendance or pre-event registration by delegates, attendees, visitors or exhibitors unless arising from an unexpected cause beyond the control of the Named Insured.

- f. financial default, insolvency, or failure to pay any person, firm, corporation or entity whether a party to this Insurance or otherwise.
- g. failure of the Named Insured to have made all necessary preliminary arrangements essential to ensure that a satisfactory Event can be held on the scheduled date. Preliminary arrangements shall be deemed to be such other arrangements as a prudent organizer would have made bearing in mind the venue size and type of Event, the likely number of anticipated attendees and the period of time before the opening of the Event.
- h. circumstances existing or threatened at inception which were known to the Named Insured prior to the Insurance Effective Date as set forth in the declarations page or added by endorsement as being circumstance that could possibly result in a loss unless:
 - i. the Named Insured has advised underwriters of the fact in writing and
 - ii. underwriters have accepted the particular risk by endorsement attached hereto and
 - iii. any additional premium required has been paid by the Named Insured.
- i. the non- appearance of an entertainer, or the like when their performance is the principal purpose of the Event

SECTION 2. DOOR REGISTRATION RECEIPTS

PROPERTY COVERED

Money meaning, for this section only, receipts paid in cash, bank notes, checks and other negotiable instruments at the Insured Event's facility for registration or tickets for activities directly associated with the Insured Event.

RISKS COVERED

All risks of direct physical loss of money at the Insured Event's facility and while directly en route to a bank in the vicinity occurring during the period of this insurance subject to the applicable limit of indemnity.

EXCLUSIONS (Also see GENERAL EXCLUSIONS)

This insurance does not cover:

1. any loss when the registration desk or place where money is received is closed for business or temporarily unattended, unless the money is in a locked safe and all safe keys have been removed and are in the custody of the Named Insured.
2. loss or claims which have not been reported to the underwriters within 7 working days of the date of loss;
3. theft by any employee or any other person acting on behalf of the Named Insured.
4. any loss when outside the Insured Event's facility unless the money is accompanied by two able bodied persons employed or contracted by the Named Insured.

EXTENSIONS OF COVERAGE

1. Remedial action - in addition to the limit of indemnity, underwriters will indemnify the Named Insured for the cost of remedial action to assist in the successful rescheduling of an insured Event in connection with a valid and insurable loss, which may include but is not limited to: extra expense, transportation, accommodation and incentives all subject to the prior written agreement of underwriters. It is the responsibility of the Named Insured to demonstrate to underwriters all such remedial action is necessary, reasonable and shall be incurred for the sole purpose of minimizing the extent of the loss.

In circumstances where the rescheduled Insured Event generates more *Gross Revenue and more *net income than the originally planned Event, underwriters have the right to recover costs of remedial action equivalent to the increased net income arising from the rescheduled Event.

Gross Revenue, Expenses, and net income as stated on the application signed and dated by the Named Insured.

2. Commitments a defined under General Definitions 4 of this policy will pay up to the limit of Indemnity (for any loss recoverable under this insurance) and in addition the policy will cover commitments up to 20% of the limit of indemnity subject to the terms, conditions and exclusions of this insurance.
3. Future Marketing Expenses - this insurance indemnifies the Named Insured for Future Marketing Expenses following a covered loss, up to a maximum limit of USD150, 000 which is in addition to the limit of indemnity for each insured Event.
4. Emergency Transportation of Attendees – this insurance indemnifies the Named Insured up to USD 50,000 for additional expenses incurred if pre-booked transportation is unavailable to return attendees from an offsite location to the Event venue.
5. Team building or recreational event- this insurance indemnifies the Named Insured for up to 5% of the limit of indemnity as stated on the declaration page, or USD75, 000 whichever is the lesser, and Underwriters agree to indemnify the Named Insured for the Cancellation or Abandonment of any pre-arranged team building or recreational event for any reason beyond the control of the Named Insured and not otherwise excluded.

Conditions applicable to this extension:

Any team building or recreational event must be arranged solely for the participants at the insured Event.

SECTION 3. PHYSICAL LOSS TO PERSONAL PROPERTY

PROPERTY COVERED

All personal property owned, leased, rented by, or loaned to the Named Insured while in transit directly to or from the Insured Event or while in use or storage at the Event venue.

RISKS COVERED

All risks of direct physical loss or damage to property covered occurring during the period of this insurance subject to the applicable limit of indemnity.

PROPERTY EXCLUDED (Also see GENERAL EXCLUSIONS)

The following property is not covered:

1. property sold, leased, rented or loaned by the Named Insured to others after said property leaves the care, custody, ownership or control of the Named Insured;
2. vehicles licensed for use on the highway unless operated within the confines of the Insured Event's facility and the subject of or intended for display, exhibition or demonstration at the Insured Event;
3. money (which for this section only, means cash, bank notes, checks and other negotiable instruments, securities for money, and stamps), jewelry, precious stones, and furs unless such items are the subject of or intended for display, exhibition or demonstration at the Insured Event {Also see Section 3. for coverage of door registration receipts).

RISKS EXCLUDED (Also see GENERAL EXCLUSIONS)

Loss or damage caused by or arising from

1. vermin, insects, inherent vice, latent defect, wear, tear or gradual deterioration, but this shall not apply to loss or damage caused by sprinkler leakage;
2. dishonesty on the part of the Named Insured, his employees, agents or others to whom the property may be entrusted or delivered, but this exclusion shall not apply to loss or damage while the property is in the custody of common carriers;
3. inventory or stocktaking shortage or unexplained disappearance or discrepancy;
4. processing, renovating or repairing of property covered or faulty workmanship thereon, but if fire or explosion ensues causing loss or damage to property covered this exclusion shall not apply;
5. electrical or mechanical derangement or breakdown of property covered, but if fire or explosion ensues this exclusion shall not apply to direct loss or damage caused by such fire or explosion to property covered other than the property that has the electrical or mechanical derangement or breakdown;
6. loss of use or consequential loss.

AUTOMATIC COVERAGE

1. NEWLY ORGANIZED OR ACQUIRED EVENT

Subject to a limit of indemnity of USD250, 000 the underwriters agree to provide automatic coverage for 90 days for any newly organized or acquired Events by the Named Insured after the inception of this insurance for identical exposures currently provided by this insurance. Coverage for Insured Events outside the United States of America, its territories or possessions and Canada, or Insured Events in California including earth movement, requires approval by underwriters prior to coverage attaching hereto. The Named Insured agrees that during this automatic 90 days period that written notice of the new Insured Event be given without delay to underwriters wherein coverage shall be specifically scheduled for an additional premium.

2. GOLF EVENT CANCELLATION

This insurance indemnifies the Named Insured for their net loss up to but not exceeding USD 100,000 solely and directly in consequence of the cancellation of the golf event due to the golf course closure, which is beyond the control of the Named Insured and the golf event organizer.

Golf event means a golf tournament which is being held by the Named Insured as part of the Insured Event.

Golf course closure for this coverage is defined as any condition that results in the closure of the golf course on the day of the Insured Event by the golf club authorities/owners and is not otherwise excluded hereunder.

CALCULATION OF NET LOSS

Subject to the limit of indemnity above and applicable conditions to this insurance, loss shall be determined:

In respect of losses covered under this section the greater of:

- i. The total of Expenses incurred, in organizing and running the golf event less all savings made and less all Gross Revenue received and retained by the Named Insured in respect to the golf event; or
- ii. The loss of Gross Revenue in respect of the golf event less all savings of expenditure made and less all Gross Revenue received and retained by the Named Insured in respect of the golf event.

3. GOLF HOLE IN ONE

This insurance indemnifies the Named Insured for their assumed liability to award the first amateur participant the prize up to the value of USD 25,000 should they achieve a hole in one at a par three hole of at least 175 yards for male participants and 165 yards for female participants where the Named Insured is offering the prize, that occurs during the golf event. This coverage is for a maximum of one prize hole per round, per golf event, and one attempt per participant at the prize hole. This hole in one indemnity is subject to the attendance of a management level employee of the golf club at the prize hole to verify and sign the score card of the successful participant.

GENERAL EXCLUSIONS

In addition to specific exclusions under Coverage Sections

This insurance does not cover any loss or damage described in any one or more of the following general exclusions:

1. War and Civil War

Loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

2. Radioactive Contamination

- a. loss or damage arising directly or indirectly from actual or threatened nuclear reaction, nuclear radiation or radioactive contamination or threat of same may have been caused.
- b. nevertheless, if a fire arises directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination, any loss or damage arising directly from that fire (subject to the provisions of this insurance) shall be covered excluding, however, all loss or damage caused by actual or threatened nuclear reaction, nuclear radiation or radioactive contamination arising directly or indirectly from that fire.

3. Terrorism Exclusion

This insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of or threat of or fear of terrorism (whether actual or perceived) regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exclusion, terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of person, whether acting alone or on behalf of or in connections with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This exclusion also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing, responding to, or in any way relating to any act of or threat of or fear of terrorism (whether actual or perceived).

- 3a. This insurance is extended to indemnify the Named Insured for their ascertained net loss, as covered under this insurance, should any insured Event(s) specified in the schedule be necessarily Cancelled, Curtailed, Postponed, Removed to an Alternative Premises, or Abandoned in whole or in part, as a sole and direct result of an act of terrorism, as defined below within this clause, occurring during the period of insurance, beyond the control of the Named Insured, which occurs:

- i. at the Insured Event location
- ii. within 250 statute miles of the Insured Event location(s) and
- iii. within 100 days of the published start time of the Insured Event as declared to underwriters.

Indemnification under this section is sub-limited to USD 1,000,000 or the limit of indemnity, whichever the lesser.

- 3b. Notwithstanding the foregoing, it is understood and agreed that this insurance does not cover any loss, cost or expense directly or indirectly arising out of, contributed to or caused by, or resulting from or in connection with:
- (i) any threat of an act of terrorism - unless such threat is confirmed by governmental authorities to have posed or appeared to pose a real risk of physical loss or damage or bodily injury, whether or not the threat proves to have been a hoax.
 - (ii) any act of terrorism involving a nuclear weapon or device or the emission, discharge, dispersal, release or escape of any chemical or biological agent.

Definition - For the purpose of this extension only an act of terrorism means the unlawful act of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious or ideological purposes

For the purpose of this extension, threat of terrorism means a threat confirmed by local or national government authorities or security services as having posed, or in their judgment appears to have posed, a real risk of bodily injury or death to those attending the Insured Event or physical damage to any property, whether or not such threat subsequently proves to have been a hoax

4. Biological/Chemical/Nuclear Exclusion

This insurance excludes loss directly or indirectly arising out of, contributed to by, or resulting from terrorism whether actual, threatened, feared or perceived through the use of any biological, chemical, radioactive or nuclear agent, material, device or weapon.

For the purpose of this exclusion, terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of person, whether acting alone or on behalf of or in connections with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear .

GENERAL CONDITIONS

1. **False or Fraudulent Act** - any fraud, intentional misstatement or concealment in the application attached hereto, or in making the claim or otherwise howsoever, shall render this insurance void, and all claims hereunder shall be forfeited.
2. **Named Insured's Duty to Take and Maintain Precautions** -The Named Insured should take all reasonable precautions to prevent any loss or damage under this insurance, and shall use due diligence and best efforts at all times to prevent or minimize any loss covered hereunder. The Named Insured shall do all things reasonably practical to avoid or diminish a loss.
3. **Named Insured's Duty to Report Circumstances that Could Give Rise to a Loss** - As soon as any circumstances become known to any executive officer of the Named Insured which may give rise to a loss under this insurance, circumstances must be reported as soon as practical to Risk Strategies Company and subsequently confirmed in writing. Underwriters have the option to take such action as they consider appropriate to prevent or minimize the potential loss by providing acceptable alternative facilities or personnel and to appoint loss adjusters if they consider appropriate; and the Named Insured shall co-operate fully in such action, if any, taken by underwriters.
4. **Named Insured's Duties in the Event of a Claim**
 - a. any loss or damage, which could result in a claim, must be reported by the Named Insured as soon as practical to the party designated in 3 above and subsequently confirmed in writing. The Named Insured shall have the burden of proving its loss under this insurance. The Named Insured agrees at all times to provide, without expense to underwriters, all proofs, certificates, evidence, information or assistance which underwriters, or their appointed representatives, may reasonably require.
 - b. every letter, pleading or other document in connection with any claim against the Named Insured must be sent immediately upon request to the party designated in 3 above and the Named Insured must not do anything in relation to these letters, pleadings or documents which might prejudice underwriters' position. Underwriters reserve the right to take over and conduct the defense or settlement of any claim.
5. **Subrogation** - Underwriters reserve the right to pursue action for recovery from any party, whether before or after payment of a loss, at their sole discretion and in the name of the Named Insured or otherwise. In the event of any payment under this insurance underwriters shall be subrogated to the extent of such payment to all rights of recovery; and the Named Insured shall execute all papers required and shall do everything that may be necessary to secure such rights.
6. **Underwriters' Option to Salvage** - in the event of loss or damage to property covered under this Insurance, underwriters shall have the option to take all or any part of said property at the agreed or appraised value, in which case the Named Insured shall take all steps necessary to transfer title to, and perfect title in, underwriters upon payment to the Named Insured.
7. **Other Insurance** - if at the time of any loss or damage, which is the subject of a claim under this Insurance, there shall be in the existence any other policy of insurance effected by or on behalf of the Named Insured covering such loss or damage or any part of it, this insurance shall be in excess of such other policy of insurance.

8. **Observance and Fulfilment of Terms and Conditions** - the due observance and fulfilment of the terms and conditions of this insurance, insofar as they relate to anything to be done or complied with by the Named Insured, and the truth of the statements and answers in the application, shall be conditions precedent to any liability of underwriters to make any payment under this insurance.
9. **Service of Suit** - it is agreed that in the event of the failure of underwriters hereon to pay any amount claimed to be due hereunder, the underwriters hereunder, at the request of the Named Insured, will submit to the jurisdiction of any Court of competent jurisdiction within the United States.

Nothing in this clause constitutes or should be understood to constitute a waiver of underwriters' rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to United States District Court, or to seek a transfer of a case to another Court as permitted by the laws of the United States or any State in the United States.

It is further agreed that service of process in such suit may be made upon the person or firm named on the declaration page and that in any suit instituted against any one of them upon this insurance, underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The said person or firm is authorized and directed to accept service on behalf of underwriters in any such suit and/or upon the request of the Named Insured to give a written undertaking to the Named Insured that he will enter a general appearance upon underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, underwriters hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office as their true and lawful attorney upon whom may be served any law process in any action, suit or proceeding instituted by or on behalf of the Named Insured or any beneficiary hereunder arising out of this insurance, and hereby designate the person or firm named on the declarations page as the person to whom the said officer is authorized to mail such process or a true copy thereof.

10. **Choice of Law** - this insurance shall be governed by the law of New York notwithstanding that the amount of premium is less than USD250,000 and regardless of whether any suit is commenced in New York or outside of New York under general condition 9.
11. **Abandonment** - there shall be no abandonment of property or goods to underwriters
12. **Non-Cancellation by underwriter or Named Insured** - this insurance cannot be cancelled by either underwriters or the Named Insured, except for non-payment of premium. In the event of non-payment of premium, underwriters may cancel this insurance upon ten (10) business days' written notice to the Named Insured by certified or registered mail at the mailing address shown on the declarations page.
13. **Assignment** - this insurance may not be assigned in whole or in part without the written consent of underwriters.
14. **Records** - the Named Insured shall keep an accurate record containing all relevant information and particulars of the Insured Event to determine loss or damage, or premium and adjustment, and will allow underwriters or their representative to inspect or audit such records. Unless delayed by legal proceedings, underwriters' right to audit such records shall be limited to a term of two years after the date of loss.
15. **Conformity to Statute** - terms of this insurance, which are in conflict with the statutes of the State wherein this insurance is issued, are hereby amended to conform to such statutes.

16. **Increase in Limit of Indemnity** - any time prior to the commencement of the Insured Event, the Named Insured can apply in writing for increased limits of indemnity based upon revised financial estimates of expenditure, Commitments and net income, provided that no circumstances which may give rise to a claim have arisen. Underwriters may grant such increased limits of indemnity and make an adjustment to the premium at any rate required to reflect the change in exposure to underwriters.
17. **Examination under Oath** - the Named Insured and its employees shall submit, as often as may reasonably be required by underwriters, to examination under oath relative to all matters in connection with this insurance.
18. **Condition for Legal Action** - no suit shall be brought on this insurance unless the Named Insured has complied with all the insurance provisions and has commenced and served the suit within one (1) year after the loss occurs.
19. **Changes in Insurance** - no change to this insurance or waiver of any of its terms or conditions or statements shall be valid unless endorsed hereon and signed by underwriters or its authorized representative.
20. **Several Liability Clause** - the liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

21. **Liberalization Clause**

- a. if this insurance is revised to provide additional coverage without additional premium charge, this insurance will automatically provide the additional coverage as of the day the coverage revision becomes effective
- b. if this insurance is revised to provide additional coverage for which an additional premium is charged, then at the discretion of the Named Insured, their current insurance can be liberalized for said additional charge.

GENERAL DEFINITONS

1. "**Insured Event**" means conference, meeting, board meeting, show, exhibition, convention, exposition, trade show or any other event which is insured under this insurance, and includes installation and dismantling of the Insured Event during the period shown on the declarations page up to and including the date that the Named Insured vacates the venue.
2. "**Gross Revenue**" means total of all revenues to the Named Insured from every source arising out of the event
3. "**Expenses**" means total of all expenses paid by the Named Insured to hold the Insured Event.
4. "**Commitments**" means written financial undertakings made by the Named Insured which are necessary for the Insured Event and which have been declared and accepted by the underwriters, made prior to any incident which could give rise to a loss and which are intended to be discharged by persons other than the Named Insured.
5. The words "**Cancellation, Curtailment, Postponement, Removal to Alternative Premises, or Abandonment**" means the inability of the Named Insured to open, keep open, or otherwise maintain the Insured Event in whole or in part for its original published duration or scope.
6. "**Named Insured**" is the association, exposition management company, or other entity named on declaration page which is sponsoring or managing the Insured Event and is solely entitled to payment in the event of a loss.
7. "**Insurance Effective Date**" is the date coverage becomes effective as shown on the declarations page or the effective date of cover for any Insured Event added by endorsement.
8. "**Enforced Reduced Attendance**" means some of the expected delegates, attendees, exhibitors and visitors being prevented from arriving at an Insured Event solely and directly as a result of the same specific cause, which is beyond their control and is not otherwise excluded.
9. "**Future Marketing Expense**" means reasonable additional promotional and marketing expenses necessarily incurred by the Named Insured and agreed by underwriters to reduce the effect of adverse publicity on the subsequent Insured Event.
10. "**Emergency Transportation of Attendees**" means the unplanned evacuation of attendees who need to be transported back to the Insured Event's venue from an off-site location due to an unexpected cause beyond the control of the Named Insured and not otherwise excluded.

SANCTION LIMITATION AND EXCLUSION CLAUSE

No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15/09/10

LMA3100